

**AK Steel Corporation**  
 BUTLER WORKS  
 P.O. BOX 832  
 BUTLER, PENNSYLVANIA 16003-0832

TELEPHONE 724.284.2000

Orig in  
 Sopf/Recep

December 1, 2003

Ms. Sharon L. Sechler  
 117 Lakeshore Dr.  
 Butler, PA 16001

Re: Severance Agreement and Release

Dear Ms. Sechler:

This letter, upon your signature, constitutes the Severance Agreement and Release ("Agreement") between you and AK Steel Corporation (the "Company") on the terms of your termination of employment with the Company.

1. Your employment will terminate effective November 26, 2003.
2. You will be paid your salary through November 26, 2003 and pay for any year 2003 vacation days not yet taken or sold to your Flexfund.
3. You acknowledge that the Company has no obligation to pay you any severance. Although you are not otherwise entitled to it, in consideration for your acceptance of this Agreement, the Company will pay you a total severance allowance equal to twenty (20) weeks' salary at your final rate of [REDACTED] per week, less customary payroll deductions. This severance allowance will be paid in a lump sum of [REDACTED] less customary payroll deductions. You will also be paid a pro-rata incentive payment under the 2003 Management Incentive Plan (if payments are made for year 2003 under the Management Incentive Plan) for the period of January 1, 2003 through November 26, 2003. This payment (if payments are made for year 2003 under the Management Incentive Plan) will be made at such time as the Company issues payments for year 2003 to other participants in the Management Incentive Plan.
4. You acknowledge that the Company has no obligation to pay your premiums on continued medical coverage under COBRA. Although you are not otherwise entitled to it, in further consideration for your acceptance of this Agreement, the Company will pay the premium on continued medical coverage under COBRA for six (6) months or until you are eligible for coverage under another group plan (excluding any AK Steel or Armco Retiree Medical benefit), whichever is sooner.
5. Although the Company has no obligation to provide you with professional job search/resume preparation services, in further consideration for your acceptance of this Agreement, the Company will provide you with professional job search/resume preparation services.
6. You will immediately return to the Company all written or electronically stored memoranda, spread sheets, notes, plans, records, reports, or other documents of any kind or description (including all copies in any form whatsoever) relating to the



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business of AK Steel. You will also immediately return to the Company any and all Company property, including, but not limited to, computers, any telecommunication equipment, Company credit cards, and Company property access keys or cards.

- 7. You agree that information, observations, and data (including, without limitation, trade secrets, financial information, sales, lists, identity of customers, and pricing) obtained by you during the course of your employment at the Company or its predecessors concerning the business or affairs of the Company or its predecessors (including but not limited to Armco Inc.) are the property of the Company and constitute confidential information. Therefore, you agree that you will not disclose to any person or use for the benefit of yourself or any other person any such information, observations, or data without prior written consent of an officer of AK Steel Corporation, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of your acts or failure to act. You further agree to remain bound by your Employee Invention and Confidential Information Agreement.
- 8. You agree that you will not seek employment from AK Steel or by any company which is a part of, owned by, or affiliated with AK Steel or its successors.
- 9. You waive and release and forever discharge, on behalf of yourself and your heirs, representatives and assigns, AK Steel Holding Corporation, AK Steel Corporation and its predecessors, and past, current and future subsidiaries, related entities, their officers directors, shareholders, agents, employees, successors, or assigns, from any and all claims, causes of action, and rights of recovery of any kind or nature, including without limitation back or front pay or benefits, damages of any sort, debts, liabilities, and contract rights, and any costs, fees, or other expenses or attorneys' fees incurred in law or in equity, whether known or unknown. This waiver, release and discharge also includes but is not limited to any claims, whether known or unknown (including those arising out of or relating to your employment with the Company and/or the separation of your employment with the Company) for discrimination, slander, libel, damage to reputation, emotional distress, attorney fees, compensatory damages, punitive damages, tort damages, breach of contract, quasi-contract, promissory estoppel, any violation of federal, state, local, statutory or common law, including but not limited to the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, and the Americans with Disabilities Act. However, you do not waive any rights or claims you may have under the federal Age Discrimination in Employment Act that arise after the date you sign this Agreement. In addition, you do not waive, nor shall this Agreement be construed to waive, any right which is not subject to waiver as a matter of law.
- 10. This Agreement is not an admission of any wrongdoing by anyone. It is not evidence of any violation of, or non-compliance with, any statute or law, nor an admission of any liability.

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11. The terms of this Agreement, the benefit being paid under it and the fact of its payment are confidential, except that you may disclose this information to your attorney or accountant to whom you must make the disclosure in order for them to render professional services to you. You may also disclose this information to your spouse. You will instruct them, however, to maintain the confidentiality of this information just as you must.
12. This Agreement shall be governed by the laws of the United States and the laws of the State of Ohio, both as to interpretation and performance, and that any action or other legal proceeding of any kind, in any way related to this Agreement shall be brought exclusively in an appropriate court of competent jurisdiction located in Butler County, Ohio (if the action is brought in state court) or in the Southern District of Ohio (if such action is brought in federal court). Any action brought within such courts shall not be transferred or removed by you to any other state or federal court.
13. You are advised to consult with an attorney before executing this Agreement.
14. You have up to 45 days from your receipt of this letter to accept the terms of this Agreement, although you may accept it at any time on or after your last day of work within those 45 days.
15. To accept the Agreement, please date and sign this letter and return it within 45 days to Rick D. Winter, AK Steel Corporation Human Resources Department, P.O. Box 832, Butler, Pennsylvania 16003-0832. You will still have an additional seven (7) calendar days in which to revoke your acceptance. To revoke, you must send a written statement of revocation to Rick D. Winter, AK Steel Corporation Human Resources Department, P.O. Box 832, Butler, Pennsylvania 16003-0832. If you do not revoke, the eighth (8th) day after the date of your acceptance by signing below will be the "effective date" of this Agreement.
16. If any clause or provision of this Agreement is found to be invalid, such finding shall not affect the validity of any other clause or provision, or constitute a cause of action in favor of either party against the other.
17. You understand and agree that this is the entire Agreement between yourself and the Company and that it supersedes any and all previous agreements or promises made to you relating in any way to the subject matters of this Agreement.

Sincerely,

  
 Rick D. Winter  
 Manager, Human Resources  
 Butler Works  
 AK Steel Corporation

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By signing this letter, I acknowledge that I have carefully read this Agreement, that I understand it, and that I freely, voluntarily, and knowingly enter into it.

Sharon L. Sechler

Sharon L. Sechler

12-18-03

Date



I am requesting in writing,  
a copy of the terms /rules/ benefits  
of my locked and frozen pension  
(which was frozen as of 3-31-2000)  
Thank you - Sharon Sechler

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